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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
	: Chapter 11
In re:	:
	:
	: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al.,	: (Jointly Administered)
	:
Debtors	:
-----X	

**ASSIGNEE'S OBJECTION TO NOTICE OF CURE AMOUNT WITH RESPECT TO
EXECUTORY CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED AND
ASSIGNED IN CONNECTION WITH THE SALE OF INTERIORS AND CLOSURES
BUSINESSES**

WESCO Distribution, Inc. ("WESCO" or "Assignee"), by its undersigned attorneys, Kirkpatrick & Lockhart Preston Gates Ellis LLP, respectfully submits this Assignee's Objection to the Notice of Cure Amount with Respect to Executory Contract or Unexpired Lease to be Assumed and Assigned in Connection with the Sale of Interiors and Closures Businesses ("Objection"). In support this Objection, WESCO alleges and states as follows:

1. On October 8 and 14, 2005, Delphi and certain of its subsidiaries and affiliates (collectively the “Debtors”) filed voluntary petitions with this Bankruptcy Court for relief under Chapter 11 of Title 11, United States Code.

2. On October 15, 2007, Debtors filed an Expedited Motion for Orders under 11 U.S.C. §§ 363, 365 and 1146 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 (Docket No. 10606) (the “Sale Motion”), which seeks approval to sell substantially all the assets primarily used in the Debtors’ cockpits and integrated closure systems businesses.

3. On October 26, 2007, this Court entered an Order approving the bidding procedures related to the Sale Motion and has scheduled a hearing for December 20, 2007, at 10:00 a.m. and established a deadline for objections of December 13, 2007 (the “Sale Order”) (Docket No. 10732).

4. On November 16, 2007, Debtors filed a Notice of Assumption and/or Assignment of Executory Contract or Unexpired Lease to Purchasers in Connection with Sale of Interiors and Closures Businesses (Docket No. 10963) (the “Assumption Notice”) with the Court.

5. The Assumption Notice identifies the following purchase order between Debtors and WESCO: Purchase Order Number 460005746.

6. On November 30, 2007, Debtors filed a Notice of Cure Amount with Respect to Executory Contract or Unexpired Lease to be Assumed and Assigned in Connection with the Sale of Interiors and Closures Businesses (Docket No. 11164) (the “Cure Notice). A copy of the Cure Notice is attached hereto as Exhibit “A”.

7. WESCO objects to the cure amount of \$0.00, as set forth in Exhibit 1 to the Cure Notice. The Cure Notice relates to the Englewood Electrical Supply Division of WESCO Distribution, Inc (“WESCO/Englewood”) in Adrian, Michigan. WESCO values the current cure

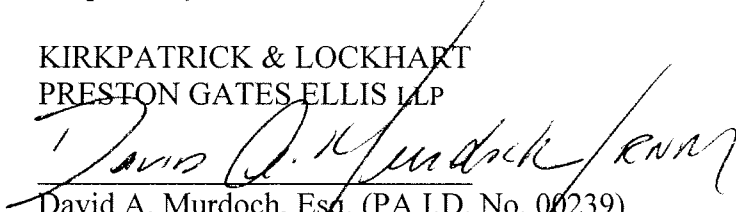
amount of its contract with Delphi at WESCO/Englewood at \$15,678.49 (WESCO/Englewood Account 7646-61931).

WHEREFORE, WESCO respectfully requests that the Court grant a modification to the cure amount, and grant such other and further relief as this Court deems just and proper.

Dated: December 10, 2007

Respectfully submitted,

KIRKPATRICK & LOCKHART
PRESTON GATES ELLIS LLP



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Attorneys for WESCO Distribution, Inc.

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that a copy of the foregoing has been served upon the parties listed below, by first-class United States Mail, postage prepaid, on the 10th day of December, 2007:

Delphi Automotive Systems LLC
ATTN: Legal Staff
5725 Delphi Drive
Troy, MI 48098

Latham & Watkins LLP
ATTN: Robert J. Rosenberg and
Mark A. Broude
885 Third Avenue
New York, NY 10022

Delphi Corporation
ATTN: Deputy General Counsel,
Transactions & Restructuring
5725 Delphi Drive
Troy, MI 48098

Fried, Frank, Harris, Shriver & Jacobson LLP
ATTN: Bonnie Steingart
One New York Plaza
New York, NY 10004

Skadden, Arps, Slate, Meagher & Flom LLP
ATTN: Ron E. Meisler and Brian M. Fern
333 West Wacker Drive, Suite 2100
Chicago, IL 60606

Cadwalader, Wickersham & Taft LLP
ATTN: Mike Ryan
One World Financial Center
New York, NY 10281

Davis Polk & Wardwell
ATTN: Donald Bernstein and Brian Resnick
450 Lexington Avenue
New York, NY 10017

Office of the U.S. Trustee
for the Southern District of New York
ATTN: Alicia M. Leonhard
33 Whitehall Street, Suite 2100
New York, NY 10004

/s/ Nathanael F. Meyers

EXHIBIT A

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

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Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u>	:	Case No. 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY
CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED AND ASSIGNED
IN CONNECTION WITH THE SALE OF INTERIORS AND CLOSURES BUSINESSES

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 363 And Fed. R. Bankr. P.
2002 And 9014 (I) Approving Bidding Procedures, (II) Granting Certain Bid Protections,
(III) Approving Form And Manner Of Sale Notices, And (IV) Setting Sale Hearing Date In

Connection With Sale Of Interiors And Closures Businesses (the "Bidding Procedures Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on October 26, 2006, Delphi Corporation ("Delphi") and certain of its affiliates, including certain affiliated chapter 11 Debtors as set forth in the Agreement (the "Selling Debtor Entities"),¹ have entered into a Master Sale And Purchase Agreement ("Agreement") with Inteva Products, LLC and certain of its affiliates (the "Buyers") for the sale of substantially all of the assets primarily used in the cockpits and interior systems and integrated closure systems businesses of Delphi. The Selling Debtor Entities hereby provide notice (the "Notice") of their intent to assume and assign the prepetition executory contracts or unexpired leases (the "Assumed U.S. Contracts") listed on Exhibit 1 hereto to the Buyers or the Successful Bidder, as the case may be. Capitalized terms used but not otherwise defined in this notice have the meanings ascribed to them in the Bidding Procedures Order.

2. On the date of the closing of the transactions contemplated by the Agreement (the "Closing Date"), or as soon thereafter as is reasonably practicable, the Selling Debtor Entities will pay the amount the Selling Debtor Entities' records reflect is owing for prepetition arrearages, if any, as set forth on Exhibit 1 hereto (the "Cure Amount"). The Selling Debtor Entities' records reflect that all postpetition amounts owing under the Assumed U.S. Contracts have been paid and will continue to be paid until the assumption and assignment of the Assumed Contracts and that, other than the Cure Amount, there are no other defaults under the Assumed U.S. Contracts.

3. Objections, if any, to the proposed Cure Amount must (a) be in writing, (b) state with specificity the cure asserted to be required, (c) include appropriate

¹ Under the Agreement, the Selling Debtor Entities include Delphi, Delphi Automotive Systems LLC, Delphi Automotive Systems (Holdings) Inc., and Delphi Technologies, Inc. Certain assets will be sold under the Agreement by non-debtor affiliates of the Selling Debtor Entities listed on Schedule 1 to the Agreement. The Selling Debtor Entities and the selling non-Debtor affiliates are collectively referred to as the "Sellers."

documentation thereof, (d) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing (I) Omnibus Hearing Dates, (II) Certain Notice, Case Management, and Administrative Procedures, entered March 20, 2006 (Docket No. 2883) and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, entered October 26, 2006 (Docket No. 5418), (e) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (f) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (g) be served in hard-copy form so that they are actually received within ten days of service of this Notice by (i) Delphi Automotive Systems LLC, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Legal Staff), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Deputy General Counsel, Transactional & Restructuring), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: Ron E. Meisler and Brian M. Fern), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (v) counsel for the official committee of unsecured creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark

A. Broude), (vi) counsel for the official committee of equity security holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (vii) counsel for the Buyers, Cadwalader, Wickersham (Att'n: Mike Ryan), and (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

4. If an objection to the Cure Amount is timely filed and received, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at such date and time as the Court may schedule. A hearing regarding the Cure Amount, if any, may be continued at the sole discretion of the Selling Debtor Entities until after the Closing Date.

5. If no objection is timely received, the Cure Amount set forth in Exhibit 1 hereto will be controlling, notwithstanding anything to the contrary in any Assumed U.S. Contract or any other document, and the non-Debtor party to the Assumed U.S. Contract will be deemed to have consented to the Cure Amount and will be forever barred from asserting any other claims as to such Assumed U.S. Contract against the Selling Debtor Entities, the Buyers, or the Successful Bidder (as appropriate), or the property of either of them. The failure of any objecting person or entity to timely file its objection will be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale, or the Selling Debtor Entities' consummation of and performance under the Agreement (including the transfer of the Purchased Assets and the Assumed U.S. Contracts free and clear of all Claims and Interests), if authorized by the Court.

6. Prior to the Closing Date, the Selling Debtor Entities may amend their decision with respect to the assumption and assignment of the Assumed U.S. Contract and provide a new notice amending the information provided in this Notice.

Dated: New York, New York
November 30, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Wesco Distribution Inc
Englewood Electrical Supply Div
P.O. Box 487
Adrian MI 49221

Purchase Order Number(s) 460005746

\$0.00